

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N/A		PAGE 1 OF 8 PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 18 SEP 01		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) SPEC. NO. 1034/1189	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO SACRAMENTO, CALIFORNIA 95814-2922				DISTRICT ENGINEER U.S. ARMY ENGINEER DISTRICT, SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922 ATTN: CONTRACTING DIVISION			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. DACW05-01-R-0030
		×	9B. DATED (SEE ITEM 11) 13 SEP 2001
			10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A
			10B. DATED (SEE ITEM 13) N/A
CODE		FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

JET GROUT SECTIONS, CONTRACT 1/JET GROUT TEST
AMERICAN RIVER WATERSHED PROJECT (COMMON FEATURES), CALIFORNIA

NOTE: THE SITE VISIT DATE HAS BEEN EXTENDED TO 23 OCT 01 @ 1:00 PM.

1 ENCL

1) REVISED PAGES: SF 1442 (2 PAGES), 00100-16, 00100-38, 00700-68, 00800-188 AND 00800-189

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW05-01-R-0030	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 13-Sep-2001	PAGE OF PAGES 1 OF 247
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W62N6M-1183-3386	6. PROJECT NO.
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7. ISSUED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, SACRAMENTO 1325 J STREET SACRAMENTO CA 95814-2922 TEL: FAX:	CODE DACA05	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> See Item 7 TEL: FAX:	CODE
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9. FOR INFORMATION CALL:	A. NAME JAMES GARROR	B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) (916) 557-5229
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

JET GROUT SECTIONS, CONTRACT 1/JET GROUT TEST
AMERICAN RIVER WATERSHED PROJECT (COMMON FEATURES), CALIFORNIA
SPECIFICATION NO. 1034/1189

DESCRIPTION: Work consists of construction of segments of impervious cutoff wall using grouting method at several sites along the levees/banks of the American River and conducting a jet grout test section program for record testing. Jet grouting construction will include mostly two rows of jet grout elements for a total treatment area of approximately 8,000 to 10,000 square meters at a depth of approximately 24 meters using triple fluid methods. Jet grout testing will require both columns and panels at a depth ranging from 6 to 20 meters using triple fluid methods. See Sec. 01506. The acquisition method is negotiated procurement. A technical & price proposal will be required. Evaluation by the Government will result in selection of a firm that represents the best advantage to the Government.

ESTIMATED COST RANGE OF PROJECT: (\$10,000,000 - \$25,000,000)

11. The Contractor shall begin performance within 3 calendar days and complete it within 422 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. *(See FAR 52.211-10)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 3
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 13:00:00 (hour) local time 10/23/01 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
*(4 copies unless otherwise specified)***ITEM**25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.



29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

this office not later than 14 calendar days prior to the date set for receipt of offers.

(5) Oral explanations or instructions are not binding. Changes to the solicitation can only be made by an amendment to the solicitation.

52.0214-4582 DIRECTIONS FOR SUBMITTING BIDS/PROPOSALS (APR 1992)

Envelopes containing bids/offers must be sealed, marked and addressed as follows:

MARK ENVELOPES:

Solicitation No. DACW05-01-R-0030
Offer Closing Date: **01 OCT 23**
Offer Closing Time: 1:00 PM (LOCAL TIME)

ADDRESS ENVELOPES TO:

Department of the Army
U.S. Army Engineer District, Sacramento
Corps of Engineers
ATTN: Contracting Division, Room 870
1325 J Street
Sacramento CA 95814-2922

Handcarried bids/proposals must be delivered to:

Room 870, Contracting Division Plan Room, at the above address by the date and time stated above.

Bidders/Offerors are cautioned to allow sufficient time for submission of handcarried bids/proposals. Security measures have been employed which will require all bids/proposals to be scanned prior to being submitted to the plan room depository. These measures are considered to be necessary to insure the safety of our personnel.

52.0209-4501 CONTRACTOR RESPONSIBILITY, PREAWARD SURVEY (JUL 1995)

In order to determine a contractor's responsibility for purposes of contract award in accordance with FAR Part 9, the contractor is required to provide a statement regarding previous experience and past performance in performing comparable work, information related to the business organization, financial resources, and/or plant to be used in performing the work (see Attachments, Preaward Survey). All offerors will complete and return the Preaward Survey as part of the Price/Cost proposal. In order to be determined to be responsible a prospective contractor must:

- a. Have adequate financial resources to perform the contract or the ability to obtain them.
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- c. Have a satisfactory performance record. In making the determination of responsibility, the Government Contracting Officer shall consider relevant past performance information. A prospective contractor shall not be

award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer
1325 J Street, Rm 878
Sacramento, California 95814

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

- (b) An organized site visit has been scheduled for **September 26**, 2001 @ 9:00 a.m.

- (c) Participants will meet at the entrance to the city of Sacramento landfill, located at the north end of 28th street in Sacramento, CA. Wait at the gate area and then proceed with the group to the Jet Grout Test Section Staging Area for the site visit.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/References/References.html>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) -
ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 01 February 2003. The time stated for completion shall include final cleanup of the premises. The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **07 December 2001**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

52.211-12 I LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$2,460 for each calendar day of delay of each separate part or stage of the work.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless

after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

52.236-5000 PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1995)

Should this contract be terminated as provided in clause EFARS 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS (DEC 1995)

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment or groups of similar serial or series equipment need not be available in the Contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the Contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the Contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

52.0211-4851 SPECIAL CONSTRUCTION PROCEDURES (OCT 1992)

The Contractor's attention is also directed to Section: GENERAL REQUIREMENTS, paragraph: SPECIAL CONSTRUCTION PROCEDURES.

52.0211-4852 PERFORMANCE PERIOD (OCT 1992)

The Contractor shall complete the entire work ready for use not later than the number of calendar days after the date of receipt of Notice to Proceed as set out in the Completion Schedule below (calendar days are not to be added together):

Completion Schedule:

<u>Description</u>	<u>Completion Date After Date of Receipt of Notice To Proceed</u>
(1) Submit Spec. No. 1189 SD 18 Reports	2002 MAR 28

- (2) Initiate Physical Construction
Spec. No. 1034 work **2002 APR 04**
- (3) Complete Physical Construction
Spec. No. 1034 work 2002 SEP 15
- (4) Final Acceptance of Erosion
Control Seeding 2003 FEB 01

52.0211.4853 WORK DAYS AND HOURS (APR 1992)

The normal work days and hours for this project will be as indicated in Section 01505. Access to the work site may be restricted to these hours and days. Work during other than normal hours and days must be coordinated in advance with the Administrative Contracting Officer.

52.0215-4101 ALTERNATE STRUCTURED APPROACH TO WEIGHTED GUIDELINE METHOD FOR CONSTRUCTION CONTRACTS (EFARS 15.973-100) (MAY 1995)

The following alternate structured approach shall be used for all fixed-price construction contract actions.

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of risk	20		
Relative difficulty of work	15		
Size of job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
Total	100%		

Based on the circumstances of the procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. "Value shall be obtained by multiplying the rate by the weight. The Value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement. The profit percentage should be multiplied by the total contract costs, including general and administrative costs.

(1) Degree of risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items shall generally have a higher weight than unit price items; other things to consider include the nature of the work and where it is to be performed. Consider the portion of the work to be done by subcontractors, amount and type of labor included in costs, whether the negotiation is before or after performance of the work, etc. Modifications settled before the fact have much greater risk than those settled after the fact. A weight of .03 is appropriate for after the fact equitable adjustments and/or settlements.

(2) Relative Difficulty of Work: If the work is difficult and complex, the weight should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of